# EXHIBIT 4

209

Property Address: Unit No. 2 Curriage Building Condominium 172-178 Green Street Hoston (Januaica Plain), Mussachusetts 02130

### CONDOMINIUM UNIT DEED CARRIAGE BUILDING CONDOMINIUM

Robert R. Wilson, Jr., Trustee of Bostek Trust under Declaration of Trust dated December 18, 1986 and recorded with the Suffolk County Registry of Deeds in Theok 1 1253 Page 330, (the "Trust") having a usual place of business in Boston (West Robbity).

Mussachusetts, by power conferred by said Declaration of Trust and every other power. emsideration paid of \$215,000.00, GRANTS to: 图 2:12

(Name): Andrea J. Cabrai

172 Green Street, Unit 2 (Address):

Jamaica Plain, MA 02130

(hereinalter sometimes referred to as the "Gruntee"), with Quitelaim Covenants, Unit 2 (the "Unit"), a unit in the condominium at 172-178 Green Street, Hoston (Jamaica Plain District). Suffelk County, Massachusetts, known as the Carriage Building Condominium (the "Condominium"), created pursuant to and subject to the provisions of Massachusetts General Laws, Chapter 183A by Master Deed dated January 13, 2000 and recorded with the Suffolk County Registry of Deeds (the "Registry") on January 26, 2000 in Book 24629 Page 90 (hereinafter called the "Master Deed").

The post office address of the Unit is 172-178 Green Street, Jamaica Plain, Massachuseus 02130

The Unit is conveyed together with:

- An undivided 7.72% percentage interest appertaining to the Unit in the Common Areas and Facilities of the Condominium as described in the Master Deed;
- The exclusive right and easement to use Parking Space 2 and Basement Storage Spaces 2, all as provided in the Master Deed, the location of each of which is shown on the Plans recorded with the Master Deed (hereinafter called the "Plans"); and

(c) The benefit of and subject to all cusements, rights, reservations, restrictions, limitations, agreements and provisions contained in said Master Deed, the Declaration of Trust creating Carriage Building Condominium Trust and the Rules and Regulations contained therein, recorded with the Registry in Book 24629, Page 58 (as the same may from time to time be amended by instrument duly filed with said Registry), and said instruments and the provisions thereof are bereby incorporated berein by reference.

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Anached hereto is a copy of a portion of the Plans, to which is affixed a verified statement in the form provided for in General Laws Chapter 183A. Section 9, certifying that the plan shows the unit designation of the Unit hereby conveyed and of the immediately adjoining units, and that it fully and accurately depicts the layout of the Unit, its location, dimensions, approximate area, main entrance and immediate common area to which it has access, as built.

The Unit is intended to be used only for "Artists' Mixed Use" purposes as that term is defined in the "Boston Zoning Code & Enabling Act" as Antended through December 13, 1994 (the "Zoning Law") and for any such uses accessory thereto as may be permitted from time to time by the Zoning Law, other applicable laws and as set forth in said Master Deed and is subject to the Restrictions on Use set forth in Section 10 of the Master Deed.

The Unit is hereby conveyed subject to and with the benefit oil, as the case may be:

- The rights, reservations, restrictions, encumbrances and appurtenances set forth in the Master Deed;
- The Carriage Building Condominium Declaration of Trust recorded with the Registry in Book 24629, Page 58;
- Any rules and regulations promulgated under said Condominium Declaration of Trust;
- The obligation to pay the proportionate share attributable to the Unit of the common expenses;
- Such real estate taxes attributable to the Unit for the current year as are not now due and payable; and
- Rights of other unit owners to exclusively use certain common areas and facilities, as set forth in the Master Deed.

Grantee, by the acceptance of this Condominium Unit Deed agrees to comply with, perform, assume or pay, as the case may be, all of the foregoing.

For Grantor's title, see Deed from Financial Associates, Inc., et als, dated December 19, 1986 and recorded with the Registry in Book 13253, Page 334, and being a portion of the premises conveyed thereby.

The Trustee of the Trust hereby certifies as follows:

- 1) He is the sole Trustee of the Trust;
- The Trust has not been modified, amended or reseinded and currently is in full force and effect;
- 3) All of the Boneficiaries of the Trust are of legal age and under no disability;
- 4) The Trustee has been duly directed and authorized by all beneficiaries of the Trust to execute, acknowledge, and deliver the within Unit Deed for the aforesaid Unit in the Carriage Building Condominium for the consideration herein stated.

WITNESS my hand and seal this 27th day of Murch, 2000.

Robert R. Wilson, Jr., Trustee of Bostek Trust, and not individually

CANCELLED

COMMONWEALTH OF MASSACHUSETTS

Suffolk, sy.

March 27, 2000

Then personally appeared the above-named Robert R. Wilson, Jr., Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed before me

Notify Public Donna My Commission Expires:

2/11/2005

Market Standards	SPACE ABOVE THIS LINE FOR RECORDING DATA	-
Washington		_
	FIRST AMERICAN TITLE INS CO GOOD	U
	MORTGAGE	
	LOAN NO.: 03-2100-001623830-0	•
THIS MORTGAGE (*5ecur The mortgagor is <u>antire</u>	ity instrument") is given on April 6, 2000 A J CABRAL	
("Borrawer"). This Securit	y Instrument is given to <u>Washington But us I Sank. PA</u> which is organized and existing under	ĺ
the laws of trea	, and whose midress is 400 Hair Main Street Stockton.	-
CA 95290	("Lander"). Borrower ower Lander the principal sum o	4
two wantered bort the	media 140 Hillshed AtteA # 20/100	-
instrument ensures to Lo interfeet, and all renewals sther sunts, with interest, instrument; and (a) the Security instrument and the convey to Lender, with Suffolk	tive and payable on May 1 2010  This Security note: (a) the repayment of the debt evidenced by the Note, with case of the Note; (b) the payment of all advanced under Persgreph 7 to protect the security of this Security performance of Borrower's covenants and agreements under till ne Note. For this purpose, Borrower dose hereby mortaing grant and power of site, the following described property lecoted in power of site, the following described property lecoted in Beauty, Massachusette:	100
which has the address of	72 GREEN STREET Un. 7 Z  Messachuseits 92130 ("Property Address");	745
AASSACHUSETTS-Single Famil	y-Facele Mass/Fredge Mac BRIFORM INSTRUMENT Form 2022	

LOAN NO.: 03-2380-003623030-8

TOGETHER WITH all the improvements now or hereafter spected on the property. All replacements and additions shall also be covered by this Security Instrument. All of the irregionic in referred to in this Security Instrument is the Property. All replacements and additions shall also be covered by this Security Instrument. All of the irregionic in referred to in this Security Instrument is the Property and that the Property all replacements and on this Security Instrument is the Property and that the Property is unoncumbered, except for encumbrances of record. Between waterints and will defend generally the title to the Property against at claims and demands, subject to any encumbrances of reach non-uniform coverants with limited variations by jurisdelicton to constitute a uniform security instrument covering real property.

UNIFORM COVEMANTS. Borrower and Lander coverant and agree as follows:

1. Payment of Principal and Interest Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest Prepayment and Late Charges. Borrower shall pay to Lander on the day moreity payments are due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender. Borrowers shall pay to Lander on the day moreity payments are due under the Note.

2. Funds for Taxes and Insurance premiums, if any; its yearly hexard or propasty Insurance premiums; (if yearly title and propasty Insurance premiums; (if yearly title and propasty Insurance premiums; (if yearly title and propasty Insurance premiums; (if yearly title propasty Insurance premiums; (if yearly flood Insurance premiums, if any; its yearly hexard or propasty Insurance premiums; (if yearly flood Insurance premiums, if

Page 1 of 6

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#### 10AN NO. 63-2369-003623030-8

3. Application of Payments. Unless applicable law provides otherwise, all payments escalved by Lender under Paragraphs 1 and 2 shall be applied (first, to any praparement charges due under the Note; second, to amounts psyable under Paragraph 2; hind, to Interest due; focurs, to principal due; and less, to any Isra charges due under the Note.

4. Charges: Liens. Bortower shall pay all taxes, assessments, charges, fines and impositions at ultibutable to the Property which may state princip over this Security Instrument, and lessehold payments or ground rents, if any, Bortower shall pay has obligations in the manner, provided in Paragraph 2, or if not paid in this manner, forrower shall syst them on time directly to the presen owed payment. Sorrower shall promptly furnish to Lender receipts evidencing the payments.

Sorrower shall promptly discharge say flow which has priority over this Security Instrument unless Borrower and agnose in writing to the payment. of the obligation secured by instrument unless Borrower shall promptly furnish to Lender receipts evidencing the payments.

Sorrower shall promptly discharge say flow which has priority over this Security Instrument unless Borrower shall agree proceedings which in the Lender's policies against the onforcement of the Repair of Conder; the contests in pool shift the Sen By, or defined against the onforcement of the Repair of Conder; the contests in pool shift the Security Instrument. It can depart the onforcement of the Repair of Conders in the Conders of Conders in the Conders of Conde

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torfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good total judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security Instrument some name and a delast and crinatole, as provided in Paragraph 18, by causing the action or proceeding to be dismissed with a rusing that, in Lender's good folth determination, precludes forfeiture of the Bereveer's Interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Sorrower shall also be in detault if Sorrower, during the loan application process, gave materially letse or ineccurate information or statements to Lender for Issed to provide Londer with any material information. In connection with the loan ordeneed by the Nore, inchelling, but not limited to, representations concerning Berower's occupancy of the Property as a principal residence. If this Security Instrument is on a lessachold, Berower shell comply with all the provisions of the lease. If Berower acquires fee title to the Property, the lessachold and the fee title shall not marge unless Londer agrees to the marger in writing.

7. Pertection of Lender's rights in the Property (such as a proceeding in bankruptey, probats, for condomnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property sealed a secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable atternays' foce and entering on the Property to anke repairs. Although Lender may take action under this Paragraph 7 shall become additional debt of Borrower secured by the Security Instrument. Unless Secret his Paragraph 7 shall become additional debt of Borrower secured by the Security Instrument. Unless Secret and Lender required mortings in insurance as a condition of disbursoment at the Note

Londer agree to other terms of payment, these emounts shall bear interest from the date of disbursoment at the Note rate and shall be payable, with interest, upon notice from Lander to Borrower requesting payment.

8. Mortgage insurance. If Lender required mortgage insurance as a condition of molding the loss secured by this Security Instrument, Borrower shall pay the premiume required to mointein the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or cassas to be in effect. Borrower shall pay the premiume required to obtein coverage substantially equivalent to the mortgage insurance previously in effect, from an district mortgage insurance previously in effect, from an district mortgage insurance previously in effect, from an district mortgage insurance approved by Lander, if substantially equivalent to the cost to Borrower shall pay to Lender each month a sum equal to one-twellth of the vestly mortgage insurance premium being paid by Borrower when the insurance coverage is not easier expensed to be in effect. Lender will accept, use and retain these payments as a loss reserve in fleu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage fine again becomes available and is obtained. Borrower shell pay the premiume required to maintain mortgage insurance and in accordance with any written agreement between Borrower and Lander or applicable law.

9. Inspection, Lander or its agent may make reasonable entries upon and inspections of the Property. Lander shall give Borrower notics at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemention. The proceade of any award or claim for damages, direct or consequentle, in connection with any condemnation or other taking of any part of the Property, in the avent of a total taking of the Property. The proceeds shall be applied to the sums secured by this Security instrument aboli be reduced by th

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the either

LOAN NO.: 03-2380-063621020-8

secured immediately before the taking, divided by (b) the feir market value of the Property immediately before the taking. Any belance shall be paid to Berrower. In the event of a partial taking of the Property in which the feir market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking to the sums secured immediately before the taking unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums secured by the Security Instrument whether or not the

proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Berrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Sorrower falls to respond to Lender within 30 days siter the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lander and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpane the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released: Forbearance By Lender Not a Welver. Extendion of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lander to any successor in interest of Sorrower shall not appeal to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest. Lender shall not be required to commence proceedings against any successor in interest. Lender shall not be reason of any domaind made by the original Borrower or Borrower's successors is Interest. Any forbertance by Lender in otractising any right or remedy shall not be a waiver or or practiced the exercise of any right or remedy.

12. Successors and Assigns Boundt Joint and Several Liability: Co-signers. The coverants and agreements of this Security Instrument shall be done and Borrower, subject to the provisions of Paragraph 17. Borrower's coverants and agreements of this Security Instrument shall be done to execute the Note (a) is co-signing this Security Instrument; to it is not personally obligated to pay the sums secured by this Security Instrument; to list on personally obligated to pay the sums accord by th

Note without that Berrower's consent.

13. Loan Charges, if the loan secured by this Security Instrument is subject to a law which sots maximum tean charges, and that law is finally interpreted so that the interest or other loan charges coffected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already coffected from Borrower which exceeded permitted limits will be refunded to Borrower. Londer may choose to make this resumd by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by ilirst cleas mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Sorrower designates by notice to Lander. Any notice to Lender shall be given by first cleas mail to Lender's address atsided healen or any other address Lender designates by notice to Borrower. Any notice provided for in this Socurity Instrument shall be deemed to have been given to Borrower or Lander when given as provided in hits paragraph.

15. Governing Levr Severability. This Security instrument shall be governed by federal law and the law of the furtacitation in which the Property is located. In the sevent that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict without the confliction provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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LOAN NO.: 03-2380-003623030-8

18. Berrower's Copy, Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Trender of the Property or a Borreficial Interest in Borrower, if all or any part of the Property or nany interest in it is said or transferred for if a beneficial Interest in Borrower is acid or transferred and Borrower is not a natural person, without Lender's prior written consent. Lender may, fit its option, require immediate payment in full of all sums socured by this Security Instrument. However, this option shall not be exercised by Londer if exercise is prohibited by leader at least of this Security Instrument. Header severices this epidon, Londer shall give Borrower notice of acceleration. The notice shell provide a period of not less than 30 days from the date the notice is delivered or maked within which Borrower must pay all sums secured by this Security instrument. Borrower fails to pay those sums prior to the expiration of this period, Lender may involue any remades permitted by this Security instrument without further notice or demand an Borrower.

18. Borrower's Right to Reinstate, if Borrower meets contain conditions, Borrower have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of the security instrument discontinued at any time prior to the earlier of the security instrument discontinued at any time prior to the earlier of the security instrument advantaged. Department of the prior of the security instrument in the Security instrument in the Security instrument in the Security instrument. These conditions are that Borrower's (a) pays Lander all sums which show would be clay under this Security instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonable attorneys' fees; and (d) takes such action as Lender may reasonable attorneys' fees; and (d) takes such action as Lender may reasonable attorneys' fees; and (d) takes such action as Lender may reasonable and the such

necessary, Borrower shall promptly take as necessary retrievals.

As used in this Paragraph 20, "Rezardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gesoline, kerosens, other itemmeste or toxic petroleum products, toxic pesticides and harbicides, volatile solvents, meterials containing asbestos or formeldehyde, and radioactive materials. As used in this Paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is footied that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lander further covenant and agree as

follows: 733934 (12:97)

Page & of \$

#### 24830 119

LOAN NO .: 03-2180-003623030-8

21. Acceleration; Remedies, Lender shall give notice to Berrower prior to acceleration following Borrower's breach of any cownant or agreement in this Security instrument that not prior to acceleration under Paragraph 17 unless applicable law provides cherwise). The notice shall specify; (a) the default; (b) the action required to cure the default; of a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on a before the date specified in the notice may result in acceleration of the sums secured by this Security instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-ealistence of a default or say other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the rotice, Lander at its option may require immediate payment in full of as sums secured by this Security Instrument without further demand and may invoke the STATUTORY POWER OF SALE and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of tills evidence.

If Lender invokes the STATUTORY POWER OF SALE, Lender shall a copy of a notice of sale to Borrower, and to other persons prescribed by applicable law, is the manner provided by applicable law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender of the designee may purchase the Property at any sale. The proceeds of the sale shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender of the designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale,

Adjustable Rate Rides Graduated Payment R	Condeminium Rider	5-4 Family Rider Blovackly Payment Ride
	ider Plenned Unit Development Rider Rate Improvement Rider Xhibit "A"	Becond Home Rider
Balloon Rider  Cther(s) [specify]	xhibit "A"	

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LOAN NO.: 03-2360-003623030-8

BY SIGNING BELOW, Borrower accepts and agrees to the terms and coverants contained in this Socurity instrument and in any rider(s) executed by Borrower and recorded with it.

ANDREA J CARRA

COMMONWEALTH OF MASSACHUSETTS, Suffolk County ss:

On this 6th day of April. 2000 , before me personally appeared Andres J. Cabral and acknowledged the foregoing to be her free act and deed.

Alan H. Shocket

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My commission expires: 11/25/05

Page # of E

### 24830 751



ADJUSTABLE RATE RIDER (12-MTA Index - Payment and Rate Caps)

03-2360-003623030-6

ADJUSTABLE RATE RIDER is made this 6th April, 2000 and is incorporated into and shall be deamed to emend and supplement the Mortgage, Doed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Washington Mutual Bank. FA (the "Londer") of the same date and covering the property described in the Security Instrument and locations. instrument and located at:

> 172 GREEN STREET, JAMAICA PLAIN, HA GRIJO (Property Address)

THIS RIDER CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. MY MONTHLY PAYMENT INCREASES WILL HAVE LIMITS WHICH COULD REBULT IN THE PRINCIPAL AMOUNT I MUST REPAY HAVE LIMITS WARCH COULD REBULT IN THE PRINCIPAL AMOUNT I THOST NETS
BEING LARGER THAN THE AMOUNT I ORIGINALLY BORROWED, BUT NOT MORE
THAN 1251 OF THE ORIGINAL AMOUNT (OR \$ 259.312.50 ).
MY INTEREST RATE CAN NEVER EXCEED THE LIMIT STATED IN THE NOTE AND
RIDER. A BALLOON PAYMENT MAY BE DUE AT MATURITY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Landor further covenant and agree as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

interest will be charged on unpaid principal until the jud amount of principal has been paid. I will pay laignest at a yearly rate of 4,500 %. The interest rate I will pay will change in accordance with Section 4 of the Note.

Section 4 of the Note provides for changes in the interest rate and the monthly

payments as follows:

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Page 1 of 6

03-2380-003623030-8

### \*4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may further change on the 1st day of June, 2000 date on which my interest rate could change is called a "Change Date".

(B) The Index

Boginning with the first Change Date, my interest rate will be based on an index. The "Index" is the Twelve-Manth Average, determined as set forth below, of the annual yields on activally traded United States Tressury Securities adjusted to a constant materity of one year as published by the Federal Reserve Statistics Release entitled "Selected interest Rates (0.13)" (the "Monthly Yields"). The Twelve-Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12.

The most recent index figure available as of the data 15 days before each

Chango Date is called the "Current Indox".

If the Index is no longer evaluable, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choles.

(C) Interest Rate Change

Before each Change Date, the Note Helder will calculate my new interest rate by adding Two & Seventy-Five-Hundredths percentage
points 2.759 % ("Margis") to the Gurant Index. The Note Holder will their round
the result of this addition to the nearest one thousandth of one percentage point (0.001%).
Subject to the limits steled in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. In the event a new index is selected, pursuent to paragraph 4(B), a new Margin will be determined. The new Margin will be the difference between the average of the old index for the most recent three year period which ends on the last date the index was svallable plus the Margin on the last date the old index was available and the average of the new index for the most recent three year period which ands on that date (or if not available for such three year period, for such time as it is available). The difference will be rounded to the next higher 1/8 of 1%.

Page 2 of 6

03-2360-003623030-8

#### (D) Interest Rate Limit

My interest rate will never be greater than \_\_11.500\_% ("Cap"), except that following any sale or transfer of the property which secures repayment of this Note after the first interest rate Change Date, the maximum interest rate will be the higher of the Cap or 6 percentage points greater than the interest rate in effect at the time of such sale or transfer.

(E) Payment Change Dates

Effective every year commoncing June 1, 2005 and on the same date each twelfth month thereafter ("Payment Change Date"), the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the projected principal betance I am expected to owe as of the Payment Change Date in full on the maturity date at the interest rate in effect 45 days prior to the Payment Change Date in substantially equal payments. The result of this calculation is the new amount of my monthly payment, subject to Section 44F) below, and I will make payments in the new amount until the next Payment Change Date unless my payments are changed earlier under Section 4(H) of the Note.

(F) Monthly Payment Limitations

Unless Section 4(H) and 4(H) below apply, the amount of my new monthly payment, beginning with a Payment Change Date, will be limited to 7 1/2% more or less than the amount I have been paying.

(G) Changes in My Unpaid Principal Due to Negative Amortization or Accelerated Amortization

Since my payment amount changes less frequently then the interest rate and since the monthly payment is subject to the payment limitations described in Section 4(F). my monthly payment could be less or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid principal I see at the monthly payment date in full on the maturity date in substantially equal payments. For each month that the monthly payment is less than the interest portion, the Note Holder will subtract the monthly payment from the amount of the Interest portion and will add the difference to my unpaid principal, and interest will accrue on the amount of this difference at the current interest rate. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the excess towards a principal reduction of the Note.

(H) Limit on My Unpaid Principal; Incressed Monthly Payment

My unpaid principal can never exceed a maximum amount equal to the principal amount original borrowed. In the event my unpeld principal would otherwise

Page 3 of 8

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exceed that 1754 limitation, I will begin paying a new monthly payment until the next Payment Change Date notwithstanding the 7 172% annual payment increase limitation. The new monthly payment will be an amount which would be sufficient to repay my then unpeld principal in full on the maturity date at my interest rate in effect the month prior to the

principal in luft on the maturity date at my interest rate in effect the month prior to the payment due date in substantially equal payments.

(I) Required Pull Monthly Payment

On the <u>FIFTH</u> anniversary of the due date of the first monthly payment, and on that same day every <u>FIFTH</u> year theresier, the monthly payment will be adjusted without regard to the payment cop limitation in Section 4(F).

(J) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in the amount

of my monthly payment before the effective data of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will enswer any questions I may have regarding the notice.

[K) Faiture to Make Adjustments

If for any reason Note Holder talls to make an adjustment to the interest rate or payment amount as described in this Note, regardless of any notice requirement, I agree that Note Holder may, upon discovery of such fallure, then make the adjustment as if they had been made on time. I also agree not to hold Note Holder responsible for any damages to me which may result from Note Holder's fallure to make the adjustment and to let the Note Holder, at its option, apply any excess monles which I may have paid to partial prepayment of unpaid "Principal."

Transfer of the property or a Beneficial Interest in Borrowsk

Covenant 17 of the Property instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or only interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lander's prior written consent, Lander may, at its option, require immediate payment in full of all sums accured by this Security Instrument, However, this option shall not be exercised by Londer II exercise is prohibited by federal law as of the date of this Security Instrument. Lander also shall not

Page 4 of \$

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exercise this option if: (a) the request to assume is made after one year following recordation of the Deed of Trust, (b) Borrower causes to be submitted to Lender Information required by Lender to evaluate the intended transferon as if a new loan were boing made to the transferee; (c) Lender rescendbly determines that tunder's security will not be impaired by the foan assumption and that the risk of a breach of any covenant or agreement in this Security Agreement or other obligations related to the Note or other toon document is acceptable to Lender, (d) Assuming party exocutes Assumption Agreement acceptable to Lender at its sole choice and discretion, which Agreement may include an increase to Cap as set forth below and (a) payment of Assumption Poe if requested by Lender.

To the extent permitted by applicable law, Lander may charge a restorable fee as a condition to Lander's consent to the losn assumption, and Lander may increase the maximum interest rate limit to the higher of the Cap or 5 percentage points greater than the interest rate in effect at the time of the transfer. Lander may also require the transferse to sign an assumption agreement that is acceptable to Lander and that obligates the transferse to keep all the promises and agreements made in the Note and in this Security Instrument. Somewr will continue to be obligated under the Note and this Security Instrument unless Lander has entered into a written assumption agreement with transferse and formally releases Sorrower.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or malled within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of the period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demend on Borrower.

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By SIGNING BELOW. Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider. Borrower agrees to execute any document recessary to reform this Agreement to accurately selfect the terms of the Agreement between Borrower and Seneficiary or if the original Note, Trust Daed or other document is lost, mullilated or destroyed.

ANDREA J CABRAL

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Page 8 of 6



### CONDOMINIUM RIDER

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B. Hazard Insurance. So long as the Owners Association maintains, with a generally sccepted insurance carrier, a "moster" or "blankot" policy on the Condeminium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and egainst the hezards londer inquires, including the and hazards included within the term "extended coverage"; then:

[II] Londer waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property;

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Londer prempt notice of any lapse in required hazard insurance

- Borrower shall give Londer prempt notice of any lapse in required rezero insurance coverage.

  In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower, are horeby sanigned and shell be paid to Lender for application to the sums secured by the Security insurance. Borrower, as paid to Serrower.

  C. Public Liabitty insurance. Borrower shell take such actions as may be reasonable to hours that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lander.

  D. Condemnstion. The proceeds of any sward or claim for damages, direct or consequential, payable to Borrower in connection with any condomnstion or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnstion, are hereby assigned and shell be paid to Lender. Such proceeds shell be applied by Lander to the sums secured by the Security instrument as provided in Uniform Coverage to Consent. Borrower shall not, except after notice to Lander and with Lander's prior written consent, either partition or subdivide the Property or consent to:

  (i) the abandommant or termination of the Condemninum Project, except for
- abandonment or termination required by law in the case of substantial destruction by live or
- other casualty or in the case of a taking by condemnation or eminent domain;
  (ii) any emandment to any provision of the Constituent Decuments if the provision is for the express benefit of Lander;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or

MULTIGFATE CONDOMINUM SIZES - Engle Family - Farquis Manifestate Man UNITORIA MUSTRUMENT

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(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association enscriptable to Lander.

P. Remadies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paregraph F shall become additional dobt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall been interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Paga 3 of 3

#### EXIRBIT "A"

Unit 2 (the "Unit"), a unit in the condominium at 172-178 Green Street, Boston (Jamaica Plain District), Suffolk County, Massachusetts, known as the Carriage Bullding Condominium (the "Condominium"), created pursuant to and subject to the provisions of Massachusetts General Laws, Chapter 183A by Master Deed dated January 13, 2000 and recorded with the Suffolk Registry of Deeds (the "Registry") on January 26, 2000 In Book 24629, page 90 (hereinafter called the "Master Deed").

The post office address of the Unit is: 172-178 Green Street, #2, Jaminica Plain, MA 02130

The Unit is conveyed together with:

- An undivided 7.72% percentage interest appertaining to the Unit in the Common Areas and Pacilities of the Condominium as described in the Master Deed;
- b. The exclusive right and easement to use Purking Space 2 and Basement Storage Spaces 2, all as provided in the Master Deed, the location of each of which is shown on the Plans recorded with the Master Deed (hereinafter called the "Plans"); and
- c. The benefit of and subject to all easements, rights, reservations, restrictions, ilmitations, agreements and provisions contain in said Master Deed, the Declaration of Trust creating Carriage Building Condominium Trust and the Rules and Regulations contained therein, recorded with the Registry in Book 24629, Page 58 (as the same may from time to time be amended by instrument duly filed with said Registry), and said instruments and the provisions thereof are bereby incorporated herein by reference.

Attached to Unit Deed is a copy of a ponion of the Plans, to which is affixed a verified statement in the form provided for in General Laws Chapter 183A, Section 9, certifying that the plan shows the unit designation of the Unit hereby conveyed and of the immediately adjoining units, and that it fully and accurately depicts the layout of the Unit, its location, dimensions, approximate area, main entrance and immediate common area to which it has access, as built.

The Unit is intended to be used only for "Artists' Mixed Use" purposes as that term is defined in the "Boston Zoning Code & Enabling Act" as Amended through December 13, 1994 (the "Zoning Law") and for any such uses accessory thereto as may be permitted from time to time by the Zoning Law, other applicable laws and as set forth in said Master Deed and is subject to the Restrictions on Use set forth in Section 10 of the Master Deed.

The Unit is hereby conveyed subject to and with the benefit of, as the case may be:

The rights, reservations, restrictions, encumbrances and appurtenances set forth in the Master Deed;

- The Carriage Building Condominium Declaration of Trust recorded with the Registry in Book 24629, Page 58;
  Any rules and regulations promulgated under sald Condominium Declaration of 2.
- 3.
- Trust;
  The obligation to pay the proportionate share attributable to the Unit of the
- common expenses; Rights of other unit owners to exclusively use certain common areas and facilities, as set forth in the Master Deed. 5,

For Mortgagors title see Deed from Robert R. Witson, Jr., Trustee of Bostek Trust, recorded berewith.

Recording Requested By: WASHINGTON MUTUAL BANK FA

When Recorded Rejorn To:

Andrea Cabral 172 Green St. Jost 2 Jamaica Plajin, MA 02130-2683

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### DISCHARGE OF MORTGAGE

### LUI DER ETLELETE BESKOTETE

STOCKTON 156-Walky # 0035729788 "Cabral" Lander ID ADV Suiton, Massau KNOW ALL NEW BY THESE PRESENTS that MASHINGTON MUTUAL BANK, FA whose address is 400 E. Hain Street STERCK, Stockton, CA 95290 1767 holder of a certain Nortgage, whose porties, dates and recording information are below, does hereby acknowledge that it has received full payment and satisfaction of the same, and in consideration thereof, does hereby cancel and discharge said Mortgage.

Original Mortgagor: ANDREA J CABRAL, Original Mortgages: WASHINGTON MUTUAL BANK, FA Cate Executed: 04/06/2000 Date Recorded: 04/06/2000 Book/Recl/Liber 24830, Page/Folio 143, Document /Instrument No.: 210 In the County of SUFFOLK, State of MASSACHUSETTS

Property Address: 172 Green St. Janaica Plain, MA, 02130

IN WITHERS WHEREOF, the said WASHINGTON MUTUAL BANK, FA by its authorized officer, has hereunto set its corporate hand.

Washington Hutual Bank, PA On November 16, 2001

Sue In

SUE SOUTHWICK, ASST. VICE PRESIDENT

STATE OF California COUNTY OF San Joaquin

Moilto:

ON November 16, 2001, before me, L. MCCOY, a Notary Public in and for the County of San Joaquin County. State of California, personally appeared Sus Southwick, Asst. Vice President, personally known to me for proved to me on the basin of satisfactory evidence) to be the person(s) whose name(s) larger subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s). Or the entity upon behalf of which the person(s) acted, executed/the instrument.

Luccoy

L. MCCOY Notary Expires: 04/02/2005 #1299375

I. MCCOY Convision P 1298375 Notary Public — California San Jampin County My Comm Expires Agr Z, 7005

(This area for notarial seel)
Weshington Mutual 400 E Main St STB IRCN, Stockton, CA 95290-3947 800-282-4840
PT-208115-CDN MAINTO SUFFICIAN BY 174 TRUMPATURE NUMBERS

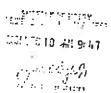
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10.

Return To: GHAC Hortgage Corporation

200 Century Parkway Hount Laurel, NJ 08054

Prepared By: Chung Huh



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MORTGAGE NEN 100037506851195553

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated 10/26/2001 together with all Riders to this document.
(II) "Borrower" is Andrea J. Cabral

2000

Borrower is the mortgagor under this Secority Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a monimer for Lender and Lender's successors and usigns. MERS is the mortgagee under this Security Instrument. MERS is arganized and existing under the laws of Detaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, ed. (888) 679-MERS.

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MASSACHUSETTS-Single Family-Family MacAfreddie Mac UNIFORM INSTRUMENT WITH MERS Form 3022 1/04

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Page 1 of 15

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